



The Medical Staffing Source.

5830 Coral Ridge Drive, Suite 120
Coral Springs, FL 33076
Phone: 866-425-5768 / Fax: 888-308-1147

AGREEMENT

This agreement made and entered into effective the 12 day of February, 2013, by and between All Source Recruiting Group, a Florida Corporation, d/b/a Ardor Health Solutions located at 5830 Coral Ridge Drive, Suite 120, Coral Springs, FL 33076 (hereinafter referred to as "Corporation"), and **Santa Barbara Unified School District** (hereinafter referred to as "Client") **720 Santa Barbara Street, Santa Barbara, CA 93101.**

Client has an ongoing need for and requires the services of Healthcare Professionals, for temporary assignments that range in length from 4 weeks to 42 weeks.

Corporation is engaged in the business of recruitment and referral of Healthcare Professionals and is willing to provide recruitment and referral service to the Client in accord with the terms and conditions of this Agreement.

In consideration of the following mutual promises, the parties hereto agree as follows:

(1) CORPORATION'S SERVICES

During the term of this Agreement, Corporation shall recruit qualified applicants for Healthcare Professionals for the client.

A. Corporation shall utilize best efforts to provide the client with as much of the following information as Corporation can reasonably obtain from each respective applicant at the time of submittal:

1. Applicants Resume
2. Applicants Employment Application
3. Applicable Skills Checklists
4. Applicants References
5. Applicants Employment Evaluations

B. Corporation shall provide the Client with the following information, within 5 business days, once a Healthcare Professional has been selected and a work order has been completed.

1. Applicants Medical Records
2. Applicants Current License
3. Applicants CPR Card
4. Criminal Background Check/ statement as to non-exclusion from federal/state
5. Drug Screen
6. All other applicable credentials

C. Corporation shall use its due diligence in performing the services specified in this Agreement, which services shall be performed with the applicable standard of care.

D. Corporation shall insure that all Healthcare Professionals have current licenses in the Clients state.

E. Corporation shall maintain professional liability insurance levels of 1M per occurrence and 3M aggregate for each Healthcare Professional and provide Client with current Certificate of Insurance.

F. Corporation shall provide all services to the hired Healthcare Professionals including, but not limited to payroll services, insurances, housing and utilities.

(2) INDEPENDENT CONTRACTOR

A. The relationship between Client and Corporation is one of an independent Corporation and not as an employee, agent, partner, of, or joint venture with Client. Corporation shall assume exclusive responsibility for the payment of wages to Healthcare Professional for services performed by Healthcare Professional for Corporation. Corporation shall be responsible for maintaining unemployment insurance and maintaining workers compensation in an amount and under such terms as required for all Healthcare Professionals placed in the state of the Client. Healthcare Professionals shall not be deemed employees of Client as a result of this agreement.

B. Healthcare Professionals shall have no authority to bind Corporation and/or modify this agreement.

C. CLIENT agrees to indemnify and hold harmless and defend CORPORATION, directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by CORPORATION, which result or arise out of any claim, act or omission by CLIENT or any of its directors, officers, employees, or agents (other than negligence or willful misconduct of CORPORATION or CONTRACTOR) pertaining to services under this Agreement.

D. CORPORATION agrees to indemnify and hold harmless and defend CLIENT, its directors, officers, employees, and agents from and against any and all claims, suits, damages, fines, judgments, penalties, liabilities, costs and expenses (including reasonable attorney fees, court costs and advancements of counsel) incurred, paid or suffered by CLIENT, which result or arise out of any claim, act or omission by CORPORATION or any of its directors, officers, employees or agents (including but not limited to CONTRACTORS) pertaining to services under this Agreement.

(3) PERFORMANCE EVALUATIONS

A. In order to comply with the Department of Education standards, Corporation may request that the Client evaluate the Healthcare Professional on a form provided by the Client and/or Corporation.

(4) OCCUPATIONAL EXPOSURE TO BLOODBORNE PATHOGENS

A. Corporation agrees to:

1. Provide Healthcare Professionals with information and training which includes but is not limited to the following:
 - a. Healthcare Professional's responsibility to implement universal precautions for every patient receiving care.
 - b. An explanation to the regulatory text and a copy of the regulatory text.
 - c. A general explanation of its exposure control plan and how the Healthcare Professional can obtain a copy.
 - d. A general explanation of the epidemiology and symptoms of blood borne diseases.
 - e. An explanation of work practices, engineering controls and personal protective equipment (e.g., gloves, gowns, masks, and eye protection) that will prevent or protect employee contact with blood borne diseases.
 - f. Information on the types of proper use of personal protective equipment as well as proper ways to remove, handle, clean and dispose of protective equipment.
 - g. An explanation of the basis for selecting personal protective equipment.
 - h. Information on the Hepatitis B vaccine, including its effectiveness, safety, how the three shots are given, and benefits of being vaccinated.
 - i. An explanation that the Hepatitis B vaccine is offered free of charge and that a declination must be signed by the Healthcare Professional if the vaccine is refused.
 - j. Information on what to do and who to call (both at the Client and at Corporation) in an emergency involving blood or potentially infectious materials will be reviewed.
 - k. An explanation of the procedure to follow if an exposure incident occurs, how the incident should be reported and the medical care that should be given.
 - l. Information will be provided on the post exposure information and follow up that will be provided at the Client following an exposure incident.
 - m. An explanation of the signs, labels and color coding using to identify biohazardous material will be reviewed.
 - n. Information on how to submit worker's compensation insurance claims.

B. Client Agrees to:

1. Comply with the provisions of the OSHA regulations regarding blood borne pathogens.
2. During orientation, inform Healthcare Professionals of any specific information about Client's exposure control plan, work practices, and Client procedures to follow should an exposure incident occur while at Client.
3. Inform Healthcare Professionals as to where Personal Protective Equipment used to protect against blood borne pathogens is located and provide such equipment free of charge to the Healthcare Professionals.
4. Provide an opportunity for the Healthcare Professional to ask questions about Client's blood borne pathogen exposure control plan, work practices, engineering controls, personal protective equipment and emergency procedures for reporting exposure incidents within the Client.
5. Evaluate an exposure incident and provide post-exposure care for an incident occurring at Client and immediately forward an incident report and invoice for treatment to the Contractor's insurance department.
6. If the Healthcare Professional consents, take a blood sample from the Healthcare Professional and test for HIV, or preserve sample for ninety (90) days if the Healthcare Professional does not consent to test.
7. If permitted, test the source individual's blood for HIV and HBV and communicate test results to the Healthcare Professional along with written follow-up recommendations.
8. Maintain confidential medical records related to the exposure incident with the Healthcare Professional performing the post-exposure testing and follow up

(5) FEES AND PAYMENT OF INVOICES

Traveler rates are all inclusive and as follows:

(ALL INCLUSIVE)

PT, OT, SLP	\$ 68.00/hr. - \$74.00/hr	Rehab, Respiratory
PTA, COTA, COTA, CFY & SLPA	\$ 58.00/hr. - \$64.00/hr	All Radiology Specialties
On Call:	\$6.00/hr	

Job offers are made at the sole discretion of the Client. Client agrees to pay the Corporation an hourly rate for each hour worked and approved by the Client. The hourly rate, overtime rate and double-time rates if applicable will be identified in the individual work order for the Healthcare Professional.

Over time will be billed time and one half of the agreed upon bill-rate after a forty hour work-week. Holiday and call back rate to be billed as overtime rate. (Call back subject to a minimum of 2 hours call back). Holiday's include Labor Day, Memorial Day, July 4th, Christmas Day, Thanksgiving Day, New Year's Day and all the school approved holidays. Client agrees to guarantee 35 hours per week. The School District will not be required to make payment for sick time or holidays. The District will only be responsible for paying Ardor Health Solutions for the hours actually worked by our employee.

Invoices are generated from weekly timesheets, signed and approved by Client supervisor, and e-mailed weekly with Invoice to supervisor. Client agrees to pay each invoice within 30 days from date of the invoice from the Corporation. Client further agrees to pay a 1 % per month finance charge on any invoice balances over 45 days old. If invoices reach 90 days they will be turned over to collections and Client shall be additionally responsible for collection fees at the costs of 15% of each invoice. Should litigation become necessary Client shall be responsible for all invoices, finance fees, interest, court costs and reasonable attorney's fees. In the event of non-conformity to the agreed payment terms the Corporation reserves the right to remove the staffed personnel from the client. Liability will remain with the client for the remaining unfilled term of contract. The liability will be based on the product of the agreed contract end date and the remaining 8-hour work days billed at the agreed hourly bill rate.

(6) TERM

This agreement shall be effective for a period of one year until the _____ day of _____, 2013. This contract will have the option to renew annually, if it is the best interest of both parties to extend the term of the contract. Either party may terminate this Agreement within (30) day's written notice to the other party.

(7) MISCELLANEOUS

A. Conversion of Health Care Healthcare Professionals to Permanent Employees: Client agrees to the following conditions with respect to the conversion of Companies employees:

- a. If a Corporation employee is converted to a permanent employee of the Client prior to the completion of 42 working weeks the Client agrees to pay a 15% fee to the Corporation based on the Employees starting base salary. Changes in conversion terms will be addressed on the candidate confirmation.
- b. If a Corporation employee is converted to a permanent employee after a 1 year school contract is completed the Corporation shall charge no fee. Changes in conversion terms will be addressed on the candidate confirmation.
- c. Client agrees not to re-employ Companies employees for a period of one year directly or through another staffing Corporation upon termination of the Employees contract between the Client and the Corporation.

B. Prior Agreements Superseded: This agreement supersedes any and all prior understandings and/or oral agreements between the parties respecting the written subject matter, all of which such understandings and/or agreements, if any are merged herein.

C. Financial Assurance. Client warrants that it has sufficient assets to support the costs of this Agreement.

D. Governing Law: This agreement shall be constructed under and in accordance with the laws of the State of Florida, with the venue in Broward County.

E. Other Instruments: The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the general purposes of the Agreement.

F. Parties Bound: This Agreement may not be assigned by either party.

G. Termination of Assignment:

1. Client agrees to notify Corporation in writing thirty days (30) days prior to its termination of any services rendered by Healthcare Professional. If Client cancels an assignment prior to the original completion date, Client will be invoiced for all unbilled and/or pre-paid services including but not limited to housing expenses, all insurances, travel reimbursements to the employee, license reimbursements to the employee, per-diem pay, car allowance and costs associated with car rentals for the employee, and any out of pocket expenses incurred by the corporation.
2. Client, in its sole discretion, may terminate an assignment immediately for cause and require the Healthcare Professional to leave the premises without notice. Prior to termination, corporation reserves the right to counsel Professional with a 24 hour turn around. Client will notify, in writing, the Corporation within twenty four (24) business hours of any such dismissal. Cause is defined as any violation of Client policies, insubordination, incompetence, poor attendance, poor performance, failure of Healthcare Professional to maintain proper licensure or any violation of the drug abuse policy or any act of omission by the Healthcare Professional which has an adverse impact on the Client. Corporation will not reassign Healthcare Professional to Client without the Client's specific authorization.

(8) Direct Hire Amendment:

A FEES AND PAYMENT OF INVOICES

(a.) Job offers are made at the sole discretion of the Client. Client agrees to pay the Corporation a Permanent Placement fee of 15% based on the Employees starting base salary. Changes in conversion terms will be addressed on the candidate confirmation. . **(This clause is solely for the purpose of the candidate GOING STRAIGHT PERM from day one.)**

(b) Client agrees to pay invoices on 30 day terms. Client will be invoiced for services when the candidate, commences employment. Client further agrees to pay a 1½ % per month finance charge on any invoice balances over 60 days old. Should litigation become necessary prevailing party shall be responsible for interest, court costs and reasonable attorney's fees.

B. WARRANTIES

Corporation agrees to warranty all permanent placed candidates for a period of 30 days from the start date. Should any placed candidate resign or be terminated for any reason other than a low census, corporate layoff, bankruptcy, downsizing or lack of work during the first 30 days of employment, then a free search will be conducted by the Corporation to replace that candidate, or a pro-rated refund will be issued to the Client, at the Client's option. Client further agrees not to hire any submitted candidate directly or through another placement agency for a period of 2 years from the date of resume submission.

(9) AMENDMENT

This agreement may be amended or modified by the parties from time to time, but only by a written instrument or instruments executed by both parties.

IN WITNESS WHEREOF, Ardor Health Solutions, a Florida corporation, has caused this Agreement to be executed in its corporate name by its undersigned representative on the day and year written below.

CLIENT NAME: Santa Barbara Unified School District

All Source Recruiting d/b/a Ardor Health Solutions

Client Authorized Signature, Title, Date

Michael R. McCormick, Executive Vice President, Date